delivery. The seller's diligent inquiries led to the belief that the buyer was a corporation with resources. On discovering that the buyer was really an individual with no financial backing, the seller gave notice that the sale was cancelled. The buyer, refusing to accede, sued for damages. An action was brought in equity by the seller to enjoin the prosecution of the action at law. *Held,* that the seller was entitled to an injunction, as the concealment of a material fact which, if known to the vendor, would have kept him from entering into the contract, was such fraud as entitled to rescission. *Fay v. Hill* (C. C. A. 8th) 249 Fed. 415.

In its determination of the parties' rights the case is amply supported by the authorities. *Fifer v. Clearfield, etc.* (1906) 103 Md. 1, 62 Atl. 1122; *Boulton v. Jones* (1857, Ex.) 2 H. & N. 564. But the form of relief given, granting an injunction against the prosecution of an action at law although the defence at law is complete, is most unusual, and contrary to the general equity rule. 2 Pomeroy, *Equitable Remedies* (3d ed., 1905) sec. 638. For thorough analysis of the relations of the parties to executory contracts subject, like that in the present case, to rescission, see COMMENTS (1918) 28 YALE LAW JOURNAL, 178, 181.

CONTRACTS—THIRD PARTY BENEFICIARY—STREET RAILWAY SUED ON CONTRACT WITH CITY TO KEEP STREET REPAIRED.—The defendant, a street railway company, in consideration of the license to build its road in the street, contracted with the city to keep the street in repair. Plaintiff was injured because of the failure of the company to keep the street in repair. *Held,* that the plaintiff could recover directly from the street railway company. *Fowler v. Chicago Railways Co.* (1918, Ill.) 120 N. E. 635.

While the precise question involved had never previously been presented for decision in Illinois, cases in other jurisdictions had already reached the same result. *McMahon v. Second Avenue R. Co.* (1878) 75 N. Y. 231; *Jenree v. Metropolitan Street R. Co.* (1912) 86 Kan. 479, 121 Pac. 510. See also 39 L. R. A. (N. S.) 1112; Ann. Cas. 1913 C, 214. The courts place the result on the ground of avoiding circuity of action. *Cf.* the analogous cases where a landlord has agreed with his tenant to repair the premises. *Payne v. Rogers* (1794) 2 H. Bl. 350; *Girdley v. City of Bloomington* (1873) 68 Ill. 47.

EXEMPTIONS—WHO ARE "DEBTORS"—JUDGMENT FOR ALIMONY AS DEBT.—The plaintiff obtained a divorce from the defendant and a judgment for alimony payable in installments at stated periods during her life or until re-marriage. Subsequently the defendant married a second wife. Certain installments of the alimony being due and unpaid, the plaintiff caused an execution to issue on the judgment for alimony and under this the defendant's employer was garnished. The defendant contended that under a statute exempting the wages of a debtor who was head of a family his wages were exempt. *Held,* that the defendant's wages were exempt from the claim of the first wife for alimony. Salinger, Stevens and Ladd, JJ., *dissenting.* *Schooley v. Schooley* (1918, Iowa) 169 N. W. 56.

The question is purely one of the fair construction of an ambiguous statute which gives exemption to "debtors." Does it include all "debtors"? The majority give the word a literal interpretation. Salinger, J., in a somewhat lengthy dissenting opinion argues forcibly that it does not. It may be questioned whether a husband who has given his first wife ground for divorce ought to be permitted to escape from making further payments out of his earnings for the support of the former wife by acquiring a second wife. If we believe

he ought not so to escape, we shall agree with the minority in resolving the doubt in favor of the first wife. No other cases raising the precise point of construction have been found.

INJUNCTIONS—BREACH OF NEGATIVE COVENANT—UNIQUE PERSONAL SERVICE BY WAR CORRESPONDENT.—The defendant, Frank H. Simonds, contracted to serve the complainant as an editorial writer for the New York Tribune for four years and not to write for any other publication during that term. Before the expiration of the agreed time, he resigned his editorial position and began to write war articles for competing newspapers. The complainant sought an injunction. *Held,* that the complainant was entitled to enjoin the defendant from writing for any publication other than the New York Tribune, because of the unique value of the defendant's services. *Tribune Association v. Simonds* (1918, N. J. Ch.) 104 Atl. 386.

This is an interesting application of the familiar doctrine of *Lumley v. Wagner* (1852) 1 De G. M. & M. 604—a doctrine that has been greatly criticized, perhaps deservedly so, but one which has been generally followed in this country.

MARINE INSURANCE—INSURER'S CONDITIONAL PAYMENT NO BAR TO SUIT AGAINST CARRIER IN INSURER'S INTEREST.—A cargo of sugar shipped on a certain vessel was severely damaged because of the unseaworthiness of the vessel's hull. The carrier's liability was limited by the bill of lading to negligent loss. The shipper insured the cargo under a policy which limited recovery to losses for which the carrier was not legally responsible. The insurance company after the loss advanced to the shipper "as a loan" an amount equal to the loss, taking a receipt in which the shipper agreed that the "loan" was "repayable only to the extent of any net recovery" from the carrier and that he would sue the carrier for the benefit of and at the expense of the insurance company. A libel against the carrier was filed in the name of the shipper but actually for the sole benefit of the insurance company, through their proctors and counsel, and wholly at their expense. The carrier contended that as the shipper had already been compensated for his loss the libel should be dismissed. *Held,* that the insurers were entitled to recover. *Edgar F. Luckenbach et al. v. W. J. McCahan Sugar, etc. Co.* (1918) 39 Sup. Ct. 53.

Apparently the question involved has never before been presented to the Supreme Court. The decision gives effect to the agreement of the parties. While, as the opinion says, "it is creditable to the ingenuity of business men that an arrangement should be devised which is consonant both with the needs of commerce and the demands of justice," it would seem that, under the modern rule that actions against a carrier for negligent loss of property are assignable, the result could be reached by an agreement saying in simple English that the insured assigned the claim to the insurer and that so far as the latter recovered from the carrier the loan should be discharged.

MINIMUM WAGE COMMISSION—NON-COMPULSORY MINIMUM WAGE—COMPULSORY GIVING OF EVIDENCE AS TO COMPLIANCE.—A statute of Massachusetts provided for the establishment of a non-compulsory rate that ought to be paid to female workers in the various employments. To ascertain what employers were, of their own volition, following the recommendation of the board, the statute further provided that the commission could resort to the courts to compel the employers to give evidence as to the wages actually paid